

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF INDIANA  
HAMMOND DIVISION**

MERCHANTS BONDING COMPANY	)	
(MUTUAL), an Iowa corporation,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 2:18-CV-00075-RL-JEM
	)	
APEX CAPITAL CORP., et al.,	)	
	)	
Defendants.	)	

**PLAINTIFF MERCHANTS BONDING COMPANY'S  
MOTION FOR ENTRY OF JUDGMENT**

Merchants Bonding Company (Mutual) (“Merchants”), by counsel, pursuant to Federal Rule of Civil Procedure 54(b) moves this Honorable Court to enter an Order of Judgment against certain Interpleader Defendants as set forth in this Motion. In support thereof, Merchants states as follows:

1. Merchants filed its Complaint in Interpleader on February 21, 2018 relating to a surety bond. Merchants, pursuant to 49 U.S.C. §13906(b), issued Surety Bond No. MN 26771, Form BMC-84 (the “Bond”), in the penal sum of \$75,000.00, for Infinity Logistics, Inc., as principal.
2. On December 12, 2017, Merchants issued a cancellation notice of the Bond in accordance with 49 U.S.C. §13906(b)(4). The Bond was canceled effective January 12, 2018.

3. Pursuant to 49 U.S.C. §13906(b)(6), cancellation of the Bond was publically advertised for claims beginning on the date of publication of the cancellation of the Bond, December 12, 2017 and ending on February 10, 2018, sixty days thereafter.

4. Merchants received notice of multiple claims against its Bond by various bond claimants of Infinity Logistics, Inc. and who were named as Interpleader Defendants.

5. The total amount of claims received exceed the \$75,000.00 penal sum of the Bond and, accordingly, Merchants sought relief in statutory interpleader pursuant to 28 U.S.C. §1335 to pay the total penal sum of the Bond into the Court for disbursement as the Court deems proper.

6. Merchants then moved this Court for an Order allowing Merchants to deposit into the Court the sum of Seventy-Five Thousand Dollars (\$75,000.00) representing the entire penal sum of its Bond.

7. Merchants filed a Statement of Supplemental Jurisdiction [Dkt. No. 282] demonstrating that this Court has jurisdiction over this matter because at least two adverse claimants demonstrate the minimal diversity of citizenship between adverse claimants required under 28 U.S.C. §1335.

8. Venue is proper under 28 U.S.C. §1397 which provides that any civil action of interpleader or in the nature of interpleader under 28 U.S.C. §1335 may be brought in the judicial district in which one or more of the claimants reside and Interpleader Defendant Midwest Express, Inc. resides in Schererville, IN which is located in this Court's jurisdictional district. *See* Dkt. No. 282.

9. Only five Interpleader Defendants remain that have an interest in the Bond proceeds: Diamond Freight, Inc.; Dolche Truckload, Corp.; DSCH Capital Partners, LLC d/b/a

Far West Capital; Go To Logistics, Inc. as GT Expedited; and Premium Express, Inc. *See* Exhibit “A”.

10. All other Interpleader Defendants have been found to be in default under Federal Rule of Civil Procedure 55 as set forth on Exhibit “A”.

11. Federal Rule of Civil Procedure 54(b) provides that this Court may enter a final judgment as to one or more parties if this Court expressly determines that there is no just reason for delay.

12. There is no just reason for delay as to final entry of judgment as to the defaulted Interpleader Defendants. Indeed, it is necessary in order to ensure the remaining Interpleader Defendants receive their funds.

13. Accordingly, Merchants seeks an Order entering final judgment against all Interpleader Defendants (except for those listed in Paragraph 7) and further ordering that those Defendants are prohibited from instituting or prosecuting any action against Merchants Bonding Company (Mutual) on Surety Bond No. MN 26771.

WHEREFORE, for the foregoing reasons, Merchants Bonding Company (Mutual) prays that this Court (i) enter an Order of Final Judgment against all Interpleader Defendants except for Diamond Freight, Inc.; Dolche Truckload, Corp.; DSCH Capital Partners, LLC d/b/a Far West Capital; Go To Logistics, Inc. as GT Expedited; and Premium Express, Inc.; (ii) and further ordering that, save for Diamond Freight, Inc.; Dolche Truckload, Corp.; DSCH Capital Partners, LLC d/b/a Far West Capital; Go To Logistics, Inc. as GT Expedited; and Premium Express, Inc., all other Interpleader Defendants are prohibited from instituting or prosecuting any action against

Merchants Bonding Company (Mutual) on Surety Bond No. MN 26771; and (iii) for all other relief this Court deems appropriate.

Respectfully submitted,

Merchants Bonding Company (Mutual)

By: /s/ Grace Winkler Cranley  
One of its attorneys

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